

**Collective Bargaining Agreement**

**Between**



**And The**

**International Union of Operating Engineers  
Local 320**

**November 1, 2009 to October 31, 2014**

## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE	1
	COVENANTS	1
ARTICLE I	RECOGNITION	1
ARTICLE II	INTENTS AND PURPOSES	1
ARTICLE III	MANAGEMENT RIGHTS	1
ARTICLE IV	UNION DUES	2
ARTICLE V	HIRING/REFERRAL	2
ARTICLE VI	NON-DISCRIMINATION	2
ARTICLE VII	SCOPE OF WORK	2
ARTICLE VIII	GRIEVANCE PROCEDURE	2
ARTICLE IX	WORK ASSIGNMENT	4
ARTICLE X	TEMPORARY WORK ASSIGNMENTS	4
ARTICLE XI	UNION SITE REPRESENTATION	4
ARTICLE XII	CONTRACTORS REPRESENTATIVE	4
ARTICLE XIII	LOCAL UNION REPRESENTATIVES	4
ARTICLE XIV	WAGE RATES AND PAYDAY	4
ARTICLE XV	OVERTIME	4
ARTICLE XVI	DAY WORK SCHEDULE	5
ARTICLE XVII	STAGGERED WORKWEEK	5
ARTICLE XVIII	TEMPORARY SHIFT WORK CONDITION	5
ARTICLE XIX	PERMANENT SHIFT WORK CONDITIONS	5
ARTICLE XX	REPORTING TIME AND CALL-INS	5
ARTICLE XXI	SENIORITY	6
ARTICLE XXII	BEREAVEMENT	6
ARTICLE XXIII	MILITARY	6
ARTICLE XXIV	JURY DUTY	6
ARTICLE XXV	HOLIDAYS	7
ARTICLE XXVI	PERSONAL LEAVE	7
ARTICLE XXVII	MEDICAL INSURANCE	8
ARTICLE XXVIII	DENTAL INSURANCE	8
ARTICLE XXIX	SCHEDULE OF OTHER BENEFITS	9
ARTICLE XXX	FIRST AID AND SAFETY	10
ARTICLE XXXI	PERIODIC CONFERENCE	10
ARTICLE XXXII	GENERAL SAVINGS CLAUSE	10
ARTICLE XXXIII	WORK STOPPAGES	10
ARTICLE XXXIV	SUCCESSORSHIP	10
ARTICLE XXXV	COMPLETE AGREEMENT	11
ARTICLE XXXVI	BULLETIN BOARDS	11
ARTICLE XXXVII	COPIES OF AGREEMENT	11
ARTICLE XXXVIII	TERM OF THE AGREEMENT	11
	APPENDIX A	12

## **PREAMBLE**

This Agreement is entered into this 1st day of November, 2009, by and between EG&G Technical Services, Inc., (hereafter referred to as the "Company") located in Huntsville, Alabama, and the International Union of Operating Engineers, Local No. 320, AFL-CIO (herein referred to as the "Unions") for the purpose of establishing the hours, wages and working conditions for the Environmental Technicians assigned to the Company's contract with the George C. Marshall Space Flight Center located at Huntsville, Alabama.

## **COVENANTS**

Whereas, the Company is engaged in the business of Logistics Services and Environmental Management with the Government and this work is of importance to the Union herein listed, and it being recognized there is an essential difference in the conditions required to perform this type of work, the Union and the Company wish to enter into an Agreement for their mutual benefit covering work of this nature.

Whereas, the Company and the Union desire to mutually stabilize wages, hours of work and work conditions.

Whereas, the Company and the Union agree that, due to the particular nature of the work covered by this Agreement, there shall be no lockouts or strikes during the life of this Agreement, and provisions must be made to achieve this end.

It is, therefore agreed by the Undersigned Company and Union in consideration of the mutual promises and covenants contained herein that the Collective Bargaining Agreement be made as follows:

## **ARTICLE I - RECOGNITION**

In accordance with and subject to the provision of the National Labor Relations Act, as amended, the Company hereby recognizes the Union as the sole and exclusive bargaining agent for the bargaining unit of Company employees, Case Numbers 10-RC-15170, for which the union is certified by the National Labor Relations Board for the purposes of collective bargaining with respect to rates of pay, wages, hours of work and other conditions of employment for all full-time and regular part-time environmental technicians.

## **ARTICLE II - INTENTS AND PURPOSES**

This Agreement is for the joint use and benefit of the contracting parties, and the provisions herein defined and set forth shall be construed as binding upon and effective in determining the relations between the parties and/or subordinate subdivision thereof signing hereto, and to set forth herein the basic Agreement covering the rates of pay, hours of work, and conditions of employment to be observed by the parties hereto.

It is mutually understood that the following terms and conditions relating to the employment of workers covered by this Agreement have been decided upon by means of collective bargaining and that the following provisions will be binding upon the Company and the Unions during the term of this Agreement and any renewal thereafter. The resulting provisions contained within this agreement supercede and cancel all previous agreements and understandings and express the complete understanding of the parties on the subjects contained herein. All employees' rights and benefits existing before the effective date of this agreement are superseded by this agreement, unless expressly contained herein. It is further agreed that the employees working under this Agreement shall constitute a bargaining unit separate and distinct from all others. This Agreement may be modified by mutual consent and in writing by the parties signatory hereto.

## **ARTICLE III - MANAGEMENT RIGHTS**

The Unions understand that the Company is responsible to perform the work required by the Government. Therefore, the Company has the complete authority and right to:

- A. Plan, direct and control the operation of this work.
- B. Decide the number of employees required with due consideration to the proper classification thereof.
- C. Hire and lay off employees as the Company feels appropriate to meet work requirements and/or skills required.
- D. Determine work methods and procedures.
- E. Require all employees to observe all safety regulations prescribed by the Company and/or the Government and



- to work safely.
- F. Discharge, suspend, or discipline employees for proper cause.
  - G. The Union understands the extreme importance of keeping operating equipment, units, and facilities running at all times. The Unions also understand that the loss of production and the cost of repairs together create a great loss to the Government. Therefore, the Unions will encourage and advise the employees to exhaust every effort, ways and means to perform work of good quality and quantity. The Company and the Unions recognize the necessity for eliminating restrictions and promoting efficiency and agree that no rules, customs or practices shall be permitted that limit production or increase the time required to do the work, and no limitation shall be placed upon the amount of work which an employee shall perform, nor shall there be any restrictions against the use of any kinds of machinery tools or labor-saving devices.
  - H. It is understood by the Company and agreed to by the Union, the employees of the Company will perform the work requested by the Company without having any concern or interference with any other work performed by any employees who are not covered by this Agreement.
  - I. Establish and enforce policies and procedures.
  - J. Subcontract any work as deemed necessary.

#### **ARTICLE IV - UNION DUES**

The Employer shall, upon written authorization from the employee (form to be furnished by the Local Union), deduct dues levied by the International Union and/or Local Union, in accordance with the Constitution and by-laws of the Union, from the pay of said employee who is covered under this Agreement. The Employer shall make said dues deduction once monthly and shall forward the dues, along with a list of employees to Local Union 320. Payment shall not be made later than the twentieth (20th) day of following month. The Union agrees to furnish the Employer a statement setting out the deduction amount to be deducted from the employee's check.

#### **ARTICLE V - HIRING/REFERRAL**

The Company recognizes the Union as one source of candidate referrals. When additional personnel are required, the Company will contact the Union who will forward applications and/or resumes' to the Company's Human Resource office for consideration. The Company has the sole right to determine qualifications and may hire from any source necessary. All employees hired will be notified that the Union is recognized by the Company as the exclusive Bargaining Agent for employees in the Bargaining Unit.

#### **ARTICLE VI - NON-DISCRIMINATION**

The Union and the Company shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, disability, national origin, age or status as a disabled or Vietnam Era Veteran.

#### **ARTICLE VII - SCOPE OF WORK**

This Agreement covers only that work assigned by the Government to the Company as Environmental Management Support, specifically: Hazardous Waste Management, Spill Response Support and NPDES and Storm Water Management Support as performed by the Environmental Technicians. This Agreement also covers Pest Control as assigned to the Company under Center Operations Support Services.

The Union and the Company understand that the Government may choose to perform or directly subcontract or purchase any part or parts of the work necessary on this project with due consideration given to achieving the highest maintenance standards and harmonious working conditions herein.

#### **ARTICLE VIII - GRIEVANCE PROCEDURE**

All grievances that may arise on any matter covered by the Agreement shall be handled in the following manner:

Step 1:

Between the aggrieved employee and/or the Steward and the employee's immediate on-site Supervisor in writing within five (5) days of knowledge of the alleged occurrence. It is understood that the on-site Steward shall have permission to phone the appropriate Union Business Representative for guidance in any situation that may arise during working hours.



If the alleged grievance is not settled, it shall be processed into Step 2 within five (5) days from the meeting with the Supervisor.

Step 2:

The Local Union Representative (Business Agent) shall submit the grievance in writing to the Mission Assurance Division Manager. The Mission Assurance Division Manager will answer the grievance in writing within five (5) of receipt of the Union appeal.

Step 3:

Within five days from receipt of the answer given by the Mission Assurance Division Manager at Step 2, the Unions may appeal the grievance in writing to the Program Manager. The Program Manager, or his designated representative, shall render a decision within ten (10) days from receipt of the union's appeal.

Step 4: Arbitration

The Union may appeal the Program Manager's decision at Step 3 of the grievance in accordance with the following procedure and limitations:

- A. Only specific grievance appeals as to interpretation or violation of this Agreement may be submitted to an arbitrator.
- B. Within ten calendar days after receipt of the Company's decision the Union may appeal the grievance decision by notifying the Company in writing that it desires to appeal the grievance decision to arbitration. The parties shall request from the Federal Mediation and Conciliation Service a list of seven qualified arbitrators. From this list, the Union and the Company shall alternately strike one name from the list until only one name remains. The individual remaining on the list shall then become the arbitrator to hear the grievance appeal.
- C. The arbitrator so selected shall hold a hearing in Huntsville, Alabama, on the grievance appeal beginning not later than thirty (30) days after his selection, unless the parties agree to an extension. The following rules may apply:
  1. Either party may be represented by counsel at their own expense.
  2. Either party desiring a stenographic record of the proceedings may so arrange at their own expense. The other party can get a copy of the proceedings by paying for half of the cost of the expenses.
  3. The parties may offer written or oral evidence in accordance with their individual desires and shall, if possible, procure any additional evidence the arbitrator may request.
  4. The duties of the arbitrator shall be limited to conducting the hearing, examining the witness of each party, considering the evidence, and briefs, if any, and giving an affirmative or negative answer as to charge of contract violation.
  5. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, or to substitute their discretion for the Company's discretion in cases where the Company is given discretion by this Agreement.
  6. Within thirty (30) calendar days after the conclusion of the hearing or the final filing of briefs, if any by the parties, whichever date is later, the arbitrator shall issue an answer on the grievance appeal, reducing the answer to writing and forwarding the appropriate number of copies to the Company and the Union. The decision of the arbitrator shall be final and binding on both parties.
  7. The fees and expenses of witnesses of the parties shall be paid by the party producing such witnesses.
  8. The transportation, traveling expenses, per diem and fee of the arbitrator and all other expenses incurred by the arbitrator in the conduct of the hearing shall be paid one-half by the Company and one-half by the Union.

## **ARTICLE IX - WORK ASSIGNMENT**

The signatories to this Agreement agree to the concept that jurisdictional disputes cannot and shall not interfere with the efficient and continuous operations required in the successful application of the intent of this Agreement. In the event of a jurisdictional dispute, Company assignments will prevail until the dispute is settled between the Unions or by finding of the appropriate Jurisdictional Disputes Board.

General maintenance conditions do not always justify adherence to craft lines, which in itself does not establish precedent or change the appropriate jurisdiction of the crafts involved. Periodic reviews of the work assignments are appropriate to take care of changing needs. The Company agrees that it shall abide by such agreements reached with Local Union Representatives.

## **ARTICLE X - TEMPORARY WORK ASSIGNMENTS**

The Company may make work assignments outside normal craft guidelines on a temporary basis to prevent costly production waste and/or inefficient use of the workforce. Such temporary assignments shall be made in a prudent manner, shall not exceed two (2) hours per job, and shall not be made with intent of eroding craft lines.

## **ARTICLE XI - UNION SITE REPRESENTATION**

Unit employees may be represented by a job steward selected by the Business Manager. At no time shall the Company discriminate against stewards because of the performance of their duties.

When in need of assistance or direction, a steward shall contact the Local Union Business Representative. It is understood that the stewards will have access to a telephone during working hours in order to contact the Union.

## **ARTICLE XII - CONTRACTOR'S REPRESENTATIVE**

The Company shall appoint a Representative who shall cooperate with the on-site Union Steward in the exchange of information, which will be beneficial to the harmonious operation of the project. The Unions shall be informed as to the identity of the Company's Representative.

## **ARTICLE XIII - LOCAL UNION REPRESENTATIVES**

The Local 320 Business Manager and/or his Representatives shall be provided access to projects covered by this Agreement. Requests shall be arranged through the Company for such visitations in keeping with Government's uniform rules of safety and security as expeditiously as possible. Union Representatives shall not interrupt work being performed under this agreement.

## **ARTICLE XIV - WAGE RATES AND PAYDAY**

- A. Wage rates shall be as specified in Appendix "A" attached hereto.
- B. For purposes of this Agreement, wage premiums such as hazard pay, high or low work and other similar premiums shall not be applicable to this Agreement.
- C. Wages will be paid bi-weekly. The payroll period shall close so that no more than five days pay will be held back and payments to be made before the end of the employee's shift.

## **ARTICLE XV - OVERTIME**

- A. All authorized hours worked by an employee in excess of eight (8) hours in any work day during their normally scheduled workweek shall be paid for at the rate of one and one-half (1-1/2) times the employee's straight time wage rate.
- B. Any employee required to work on their Saturday (or first scheduled day off) will be paid at the rate of one and one-half (1-1/2) times their normal straight time wage rate. Any employees required to work on their Sunday (or second scheduled day off) will be paid at the rate of two (2) times their straight wage rate.



- C. Any employee reporting for work at the beginning of their scheduled work day when no work is available shall be paid not less than two (2) hours wages at the straight time wage rate. Employees may be required to stay on the job during this two-hour period.

#### **ARTICLE XVI - DAY WORK SCHEDULE**

The standard workday shall be an established consecutive eight-hour period between the hours of 6:00 a.m. and 6:00 p.m. exclusive of a lunch period of no less than thirty (30) consecutive minutes. Forty hours per week shall constitute a week's work, Monday through Sunday, inclusive.

At the Company's discretion, employees will be permitted to take one fifteen (15) minute break in the morning and one fifteen (15) minute break in the afternoon. Any employee taking a break outside of the Company's designated break schedule due to work requirements must notify his/her supervisor prior to taking a break. The Company shall give the Union 48 hours notice of any change in the established starting time and/or a staggered lunch period. It is understood that the regular hours of employment shall not be considered as a guarantee of hours of work.

#### **ARTICLE XVII - STAGGERED WORKWEEK**

Staggered workweeks in facilities requiring continuing operation on a seven-day basis can be established. When a seven-day staggered workweek is established, it is understood that the employees shall receive two consecutive days off in lieu of Saturday and Sunday. If the employees work either of these two days, on the first regularly scheduled day off they shall receive time and one-half the regularly established rate. When employees work their second day off, they shall receive two times the regularly established rate. All other overtime payment shall be consistent with the terms of this Agreement. Employees assigned to a staggered workweek will receive an additional \$.25 per hour.

If a Holiday falls on the 1st off day, the day before shall be observed as the Holiday. If a Holiday falls on the second off day, the next day shall be observed as the Holiday.

#### **ARTICLE XVIII - TEMPORARY SHIFT WORK CONDITION**

When so elected by the Company, multiple shifts on a temporary basis of at least three consecutive workdays duration may be worked. When two or three shifts are worked, these shifts shall be established on an eight-hour basis.

#### **ARTICLE XIX - PERMANENT SHIFT WORK CONDITIONS**

A four-cycle shift system will be operated only when the work is considered to be of a permanent nature. The names of those employees employed on permanent shifts shall be published showing shift rotation, the working shifts, and the days off for each employee for a period of at least one month.

The standard workday shall be eight hours of continuous employment, including a thirty-minute lunch period. Forty hours per week shall constitute a week's work. All time worked in excess of forty (40) hours per week shall be paid at the applicable overtime rate. If a regularly scheduled day off is worked, the first day shall be paid at the rate of time and one-half and the second scheduled day off worked shall be paid at the rate of double time. The days off for permanent shift workers shall be two consecutive days per week in lieu of Saturday and/or Sunday. When permanent shifts are to be reduced or canceled, the Unions shall be given at least three days notice in writing. The differential for permanent shift work will be \$.45 per hour for the second shift and \$.55 for the third shift.

#### **ARTICLE XX - REPORTING TIME AND CALL-INS**

##### **Section 1 – Reporting Time**

If an employee is delayed due to inclement weather, he may be given two hours grace period (without pay) for reporting time. During this two-hour grace period employees may choose to use their personal leave or accept leave without pay.

##### **Section 2 – Call-Ins**

A call-in is defined as notification to report for work by whatever means to employees for work outside of their regular



shift or regularly scheduled day off or holiday. Call-ins as defined above shall be paid in accordance with one of the following categories:

- A. A call-in two (2) hours prior to and continuous with an employee's normally scheduled shift shall be paid for on the basis of hours actually worked at the applicable overtime rate.
- B. When employees are called back in to work after their normal shift, or on Saturday, Sunday, holidays or scheduled day off, they shall be paid not less than four hours at the applicable overtime rate for that day except when the call-in is two (2) hours prior to and continuous with the normal work hours.
- C. If there is an overlapping of an employee's time from the fifth day to the sixth day, the sixth day to the seventh day or holidays as a result of a call-in from one day to the next, the employee shall be paid under the four hour plan as outlined in sub-section B above at the applicable overtime rate, but at no time will he receive the four hour guarantee more than once for any one call-in.

#### **ARTICLE XXI SENIORITY**

- A. In the event of a layoff, department seniority will prevail provided the remaining employees are qualified to perform the work required. Employees who have been laid off shall be recalled in reverse order of layoff, provided they are qualified to perform the duties of the job in question.
- B. An employee previously employed by the Company who is laid off by the Company and is rehired within one-hundred twenty (120) calendar days will retain his/her previous vacation accrual date.

#### **ARTICLE XXII - BEREAVEMENT**

An employee shall be entitled to leave with pay for a maximum of three (3) normal work days in the event of the death of the employee's spouse, child, parent, father-in-law, mother-in-law, brother, sister, current stepparents, current stepchildren, grandparents. Leave under this section shall be conditioned upon the employee submitting to the Company, proof of death of the deceased and the employee's relationship to the deceased. Payment for such time lost from work in this section shall be paid at the straight time rate in effect on the day in which the leave is taken. An employee must have worked within thirty (30) days prior to the first eligible bereavement leave day to be eligible for bereavement leave pay.

#### **ARTICLE XXIII - MILITARY**

Employees may be granted Military Leave when ordered to participate in short-term training in the reserve of one of the United States military services. Employees serving on short-term military training duty shall be paid the difference between the military base pay received and their regular base rate of pay providing military pay does not exceed regular base pay. Up to a maximum fifteen (15) working days per calendar year will be allowed. In order to receive payment, the employee must provide Accounting (payroll) with a copy of his/her orders and a pay voucher from his/her paymaster.

#### **ARTICLE XXIV - JURY DUTY**

Jury Duty/Court Case - Employees are allowed necessary time off with no loss of pay for Jury Duty, or participation in a court case or related administrative proceeding, as long as they are not a party to the legal action. Employees must submit their jury duty notice, summons, subpoena or other official court notice to Human Resources along with the "Request for Leave of Absence" form. Temporary or part-time employees are not eligible for paid court leave. An employee will be allowed to use jury duty leave during their regularly scheduled shift until such time as their business with the court is completed. However, if it is reasonable to work either before or after jury duty, the employee is expected to report to work. For example, a 12-hour day shift employee is at jury duty from 8:00 a.m. until 12:00 p.m. the employee is expected to return to work for the remainder of the shift.

Please note that EG&G does not supply employees with any form of justification that may be construed as a request for a release from this civic obligation except in unusual circumstances.

An employee subpoenaed and reporting for jury duty shall be paid by the Company the amount the employee would

have earned by working regularly scheduled hours, provided that the employee presents to the Company appropriate evidence from the court as to the period of jury duty service rendered or to be rendered along with a subpoena and pay voucher or letter from the court showing that the employee actually served.

#### **ARTICLE XXV - HOLIDAYS**

- A. The following ten days shall constitute the legal paid holidays within the terms of this Agreement, except mutually agreed to changes between the parties:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
July 4th	Christmas Day

- B. The days observed as holidays will be consistent with the days observed by MSFC. Employees required to work on a holiday will be paid at the rate of one and one-half (1-½) times their normal straight time wage rate. For premium purposes, holidays celebrated as such shall be utilized for the computation for overtime pay.
- C. In the event the employees of MSFC are granted administrative leave in observance of a special occurrence, Company employees covered by this Agreement will be granted the same privileges.
- D. Employees out on weekly A&S or Workers Compensation (W/C) will not continue to receive holiday pay.

#### **ARTICLE XXVI - PERSONAL LEAVE (PL)**

- A. Employees begin to accrue leave at the higher accrual rate in January of the year in which the employee completes the number of years of service required for a higher accrual rate. Upon approval of the Company, PL may be taken when accrued.
- B. PL will be accrued by employees on a bi-weekly basis. Any employee leaving the Company will be paid all accrued, and any unused PL.
- C. Payment of PL will be made for regularly scheduled hours of work falling in the leave period on the basis of the employee's rate of pay in effect during the PL period. Such payment will be made at the employee's straight time rate of pay.
- D. Regularly scheduled non-work hours paid as PL shall be considered as hours worked in determining hours for which an employee is eligible to receive overtime payment.
- E. Payment in lieu of PL will not be permitted while the employee remains in the service of the Company. An employee leaving service of the Company for any reason and eligible for PL in accordance with this PL policy will be paid on the basis of the employee's regular rate of pay in effect on the last day of the employee's service.
- F. If a day recognized by the Company as a holiday occurs during the period an employee is on PL and the day is a regularly scheduled work day for the employee, payment to the employee will be made as holiday pay and the day will not be charged against the employee's PL eligibility.
- G. In applying for and taking PL, employees shall conform to such regulations and procedures as the Company may establish regarding PL leave.
- H. Employees out on weekly A&S or Workers Compensation (W/C) will not accrue personal leave.
- I. The accrual schedule below will apply for earned PL accrual and will be accrued in accordance with section A above. Employees may elect to carry-over any unused PL hours from one year to the next with the year-end date being the last day of the last payroll period of the calendar year, subject to the following limitations. Any unused PL hours in excess of the maximum carryover limits listed below, will be forfeited by the employee



unless the Company specifically requests an employee to forego the vacation leave during the leave year.

Length of Service	Accrued Hours Bi-weekly	Annual Personal Leave Days	Maximum Carryover Hours Per Year
0-5 years	4.92	16	128
6-9 years	6.46	21	168
10 years	6.77	22	176
11 years	7.08	23	184
12 years	7.38	24	192
13 years	7.69	25	200
14 years	8.00	26	208
15 years	8.31	27	216
16 years	8.62	28	224
17 years	8.92	29	232
18 years	9.23	30	240
19 years	9.54	31	248
20 years	9.85	32	256

#### ARTICLE XXVII - MEDICAL INSURANCE

Health Plan – The Company will provide the Blue Cross Blue Shield medical plan or equivalent. The current biweekly contributions are listed below. The Company and employee will share in the premium cost with the Company paying seventy-five percent (75%) and the employee paying twenty-five percent (25%). Any and all increases in premium will be shared at the same percentage.

Coverage	Employee
Employee Only	\$ 40.11
Employee Child(ren)	\$ 64.22
Employee Spouse	\$ 88.23
Family	\$ 120.45

Waiver – Employees may opt to waive health insurance coverage and receive a waiver paid on a biweekly basis. Employees must furnish proof of other health coverage to qualify for the waiver. Employees may receive the following waivers: Individual – \$500.00 per year Dependent - \$500.00 per year

#### ARTICLE XXVIII - DENTAL INSURANCE

Employees may elect to participate in the Company's optional dental plan. The current biweekly contributions are listed below. The Company and employee will share in the premium cost with the Company paying seventy-five percent (75%) and the employee paying twenty-five percent (25%). Any and all increases in premium will be shared at the same percentage. Employees may opt to purchase the Company's Cigna Dental Insurance (High or Low) plan at the same cost published for non-represented employees at MSFC.

Coverage	Employee
Employee Only	\$ 3.23
Employee Children	\$ 7.11
Employee/Spouse	\$ 5.11
Family	\$ 9.67

#### ARTICLE XXIX - SCHEDULE OF OTHER BENEFITS



### **Section 1 – Life Insurance /AD&D**

The Company will provide Life insurance as stated in the Summary Plan Description, equal to one (1Xs) times the employee's annual salary rounded up to the next thousand dollars. The Company will also provide AD&D as currently stated in the Summary Plan Description, equal to one (1Xs) times the employee's annual salary rounded up to the next thousand dollars.

### **Section 2 – Long Term Disability**

Employees may elect to participate in the Company's optional Long Term Disability (LTD) Insurance Program as described in the LTD Summary Plan Description and at the employees' expense.

### **Section 3 - Dependent Life Insurance Plan**

Employees may elect to participate in the Company's optional Dependent Life Insurance Program as described in the Summary Plan Description and at the employees' expense.

### **Section 4 – Accident & Sickness**

The Company will provide A&S insurance as stated in the Summary Plan Description.

### **Section 5 – Metpay**

Employees may elect to participate in the optional Metpay program and have their premiums payroll deducted as provided for by the Company.

### **Section 6 – Flexible Spending Accounts**

Employees may elect to participate in the Company's optional flexible spending accounts for the purpose of pre-taxing moneys for health care and childcare expenses as provided for by the Company.

### **Section 7 – Voluntary Accident**

Employees may elect to purchase optional accidental death and dismemberment insurance through the Voluntary accident insurance plan as provided for by the Company.

### **Section 8 – Employee Assistance Program (EAP)**

Employees may participate in the optional services described in the Employee Assistance Program as provided by the Company.

### **Section 9 – Vision Plan**

Employees may elect to participate in the Company's optional vision plan at the employee's expense as provided for by the Company.

### **Section 10 – Education Assistance**

Employees may elect to participate in the Company's Education Assistance plan as described in Company Policy.

### **Section 11 - 401K Savings Program**

Employees may elect to participate in the Company's 401K Savings Plan as described in the Summary Plan Description. Employees may continue contributing to the 401K Savings Plan but will not be entitled to Company matching contributions.

### **Section 12 – Pension**

The Company will make contributions to the IUOE Central Pension Fund as listed below for all hours paid. Contributions will be forwarded to the Fund office no later than fifteen (15) days following the month for which the contributions are being paid.

Date	Nov. 1, 2009	Nov. 1, 2010	Nov. 1, 2011	Nov. 1, 2012	Nov. 1, 2013
Hourly Contribution	\$ 1.70	\$ 1.90	\$ 2.10	\$ 2.30	\$ 2.50

#### ARTICLE XXX - FIRST AID AND SAFETY

- A. The employees covered by the terms of this Agreement shall at all times while in employ of the Company be bound by the safety rules and regulations as established by the Government and/or Company. These rules and regulations are to be posted at conspicuous places throughout the plant.
- B. The Company will reimburse each eligible full-time regular employee up to a maximum of \$100.00 per year or \$200.00 for two years for the purchase of safety shoes. Employees electing the \$200/2 year allocation will not be eligible for safety shoe reimbursement for a two-year period following their reimbursement. Safety shoes shall be manufactured in accordance with ANSI 41 – 1991 and must be clearly marked to indicate that they satisfy the ANSI – 41 requirements. If an employee's safety shoes are damaged at work, due to circumstances beyond the employee's control, he may request replacement from the Company.  
  
Employees will not be eligible for safety shoe reimbursement for 90 days upon initial employment. Employees desiring to purchase safety shoes shall contact the Human Resource department to verify eligibility. After purchase, the employee shall submit the receipt along with a completed safety shoe reimbursement form to Human Resources. Employees resigning within three (3) months of reimbursement shall refund the Company a prorated amount for the remaining months. Employees requesting reimbursement during the last six (6) months of the Company's contract shall receive a prorated amount. If the Company succeeds itself, the employee will be reimbursed the remaining amount.
- C. The Company and Union will partner to promote the principals and elements of the OSHA Voluntary Protection Program and jointly agree to support the Marshall Space Flight Center initiative to achieve and maintain Star status.

#### ARTICLE XXXI - PERIODIC CONFERENCE

Periodic conference shall be held by the parties from time to time for the purpose of discussing matters of mutual interest.

#### ARTICLE XXXII - GENERAL SAVINGS CLAUSE

Any provisions in this Agreement that are in contravention of any federal, state, local or county regulation or laws affecting all or part of the limits covered by this Agreement shall be suspended in operation within the limits to which such law or regulation is in effect. Such suspension shall not affect the operation of any such provisions covered by this Agreement, to which the law or regulation is not applicable. Nor shall it affect the operations of the remainder of the provisions of the Agreement within the limits to which such law or regulation is applicable

#### ARTICLE XXXIII - WORK STOPPAGES

There shall be no strikes, work stoppages, picketing or slowdowns by the union or employees against the Company or any other contractor performing work on the project that would affect the terms of this agreement. There shall be no lockout by the contractor.

#### ARTICLE XXXIV SUCCESSORSHIP

The provisions of this agreement shall be binding upon the Company and its successors, assigns, or future purchasers, and all of the terms and obligations herein contained shall not be affected or changed in any respect by the consolidation, merger, sale, transfer, or assignment of the Company or any or all of its property, or affected or changed in any respect by the change in the legal status, ownership, or management of the Company.



in any respect by the change in the legal status, ownership, or management of the Company.

#### ARTICLE XXXV - COMPLETE AGREEMENT

The parties expressly declare that they have bargained between them on all phases of hours and working conditions and that the specific terms of this contract represent their full and complete agreement without reservation or unexpressed understanding. Any aspect of hours and working conditions not covered by a particular provision of this Agreement is declared to have been expressly eliminated as a subject for grievance or bargaining, and during the life of this Agreement may not be raised for further bargaining or negotiations without the specific written consent of all parties hereto.

#### ARTICLE XXXVI - BULLETIN BOARD

The Company shall provide a bulletin board within the section to be used by the Union strictly for union business.

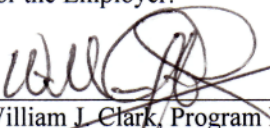
#### ARTICLE XXXVII - COPIES OF AGREEMENT

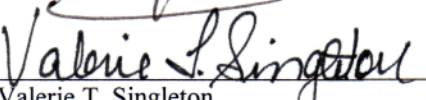
The Company will make available 8 1/2" X 11" booklets of the new collective bargaining agreement to employees and signatory unions. If pocket size booklets are to be provided, the Union and the Company will split the cost of publishing 50/50.

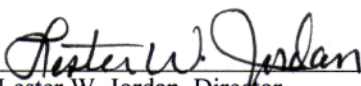
#### ARTICLE XXXVIII - TERM OF THE AGREEMENT

This Agreement shall become effective on the 1<sup>st</sup> day of November 2009 and remain in full force and effect until the 31<sup>st</sup> day of October 2014 and shall continue in force from year to year thereafter unless written notice of reopening is given not less than sixty (60) days prior to the expiration date. In the event such notice or reopening is served, this Agreement shall continue in force and effect until terminated by either party.

For the Employer:

  
William J. Clark, Program Manager

  
Valerie T. Singleton  
Human Resource Representative

  
Lester W. Jordan, Director  
Labor & Employee Relations

Date: 9/01/09

For the Union:

  
Gary Dalrymple, Business Manager

  
Shane M. Adkins, Chief Steward

Date: 9/01/09



## APPENDIX A

### Section 1 - Wages

Job Classification	Nov. 1, 2009	Nov. 1, 2010	Nov. 1, 2011	Nov. 1, 2012	Nov. 1, 2013
Environmental Tech	\$22.58	\$23.26	\$23.96	\$24.68	\$25.42
Pest Control Tech	\$19.15	\$19.72	\$20.31	\$20.92	\$21.55

### Section 2 – Temporary/Part-time Employees

Temporary hires (not to exceed 180 days) and summer hires shall receive the established rate but shall not be eligible for any fringe benefits in addition to their hourly rate. Part-time employees shall receive benefits prorated to the amount of time worked in accordance with the schedule for which they are hired.

**Memorandum of Agreement  
Between  
EG&G Technical Services  
and the  
International Union of Operating Engineers, Local 320**

The Company and the Union agree to incorporate the job title of Pest Control Technician into the existing Environmental Tech Collective Bargaining Agreement (CBA). The job title and wage rate listed below and all other terms and conditions in the CBA shall become effective October 1, 2009.

Job Title	Wage
Pest Control Tech	\$ 18.50

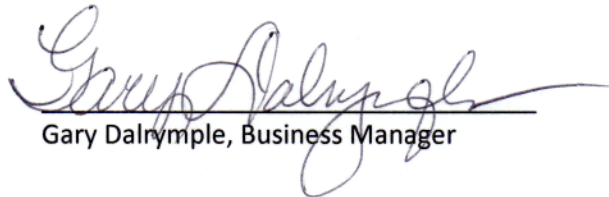
Agreed:

**EG&G Technical Services, Inc.**

**International Union of Operating Engineers,  
Local 320**



Lester W. Jordan, Director  
Employee & Labor Relations



Gary Dalrymple, Business Manager